



OFFICE OF THE PRINCIPAL GOVT. INDUSTRIAL TRAINING INSTITUTE,  
RAYAGADA

At-Koturu Village, Near Maharshi Vidya Mandir P.O./Dist-Rayagada-765001 (ODISHA)

E-mail-principalitirayagada@gmail.com Phone-06856-223158 / 223358

Tender Call Notice No. 598 /2021

Date. 6.7.2021

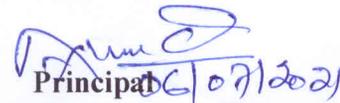
Seal Tender are invited from reputed eligible Man power Agency/ Service providers to provide the service man power on outsourcing basic for day to day official works Govt.ITI,Rayagada.

The tender document shall only be downloaded from the official website [www.govtitarayagada.in/](http://www.govtitarayagada.in/) [ww.dtetodisha.gov.in/](http://ww.dtetodisha.gov.in/) ([www.oddistricts.nic.in/news\\_and\\_tender/tenders.php](http://www.oddistricts.nic.in/news_and_tender/tenders.php)) and submit within **22.07.2021** till **5.00 PM** along with the cost of tender paper and relevant required documents. The sealed tenders will open on **23.07.2021** at **11.00 AM** in office chamber of the principal of the institute in presence of the purchase committee member. The tenders of their authorized representative can attend the same meeting. The candidate having no authorization will not be entertained to sit in the meeting.

Tender should be accompanied by refundable earnest money deposit (EMD) of Rs.500/- (Rupees Five Hundred) only in shape of Demand Draft in favor of 'Principal Govt.ITI, Rayagada' on any nationalized bank payable at Rayagada. Tender claiming exemption/ concession for EMD fee has to submit copy of relevant documents for providing man power service to avail such benefit.

The last date of received of sealed tender document **22.07.2021** up to **5.00 PM** at Principal Govt.ITI,Rayagada, At- Koturu village, PO/Dist-Rayagada,Odisha,PIN-765001 by registered post/speed Post only. The Principal shall not have responsible for any postal delay. No tender shall be received in person or by hand.

The under signed reserves the right to accept or reject or cancel any or all bids without assigning any reason thereof.

  
Principal

Govt. ITI, Rayagada

### **SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS**

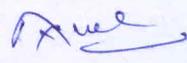
1. Principal, Govt, ITI, and Rayagada requires the services of reputed well established and financially sound eligible Manpower Service Providers to provide Manpower service on outsourcing basis for work at Govt. ITI and its Hostel and other works as assigned to them from time to time.
2. The contract for providing the aforesaid manpower is for the period of **one year** contract and may be extended further one year subject to satisfactory of service as per requirement. The contract can be terminated before end of contract period owing to insufficiency in service or substandard quality of manpower deployed by the selected service provider. The undersigned however reserves the right to terminate this initial contract at any time after giving one month notice to the selected service provider.
3. The Institute has tentative requirement of **8 Nob of class IV staff** (Including watchman, mali, attendant, sweeper, etc.)
4. The requirement may increases/decreases at any time as per feasible.
5. The manpower service providers may submit the tender document filled in all respect along with Earnest money deposit (EMD) of Rs500/- (Rupees Five hundred) only and other requisite documents on or before **22.07.2021 at 5.00PM** in the office of the Principal Govt, ITI, Rayagada At. Koturu Village, Po./Dist. Rayagada, Odisha, Pin No.765001 by Registered Post/Speed Post only.

The bidder should download the tender document from website [www.govtitorayagada.in](http://www.govtitorayagada.in) / [www.dtetorissa.gov.in](http://www.dtetorissa.gov.in) / [www.oddistricts.nic.in/news\\_and\\_tender/tenders.php](http://www.oddistricts.nic.in/news_and_tender/tenders.php).

The various dates relating to Tender for providing Manpower Services to the govt. ITI, Rayagada are cited as under.

- a. Period of downloading of Tender documents: From **06.07.2021** onwards.
- b. Date for submission of Tender documents: From **06.07.2021** to **22.07.2021** up to **5.00PM** (By Regd Post / Speed Post).
  - i. Date and time for opening of: **23.07.2021 at 11.00 AM**
  1. Technical Bids: on **23.07.2021 at 11.30 AM**
  2. Financial Bids of eligible Bidders: On **23.07.2021 at 12.30 PM. If the Technical Bid are ok in all respect.**
6. The tender envelopes should be superscripted "**Tender for providing Manpower Services to Govt. ITI, Rayagada .Two separate sealed Technical Bid and Financial Bid must be submitted.**"
7. The Earnest money Deposit (EMD) Rs500/- (Rupees Five hindered) only refundable (without interest) should be necessarily accompanied with the Technical Bid of the Service Provider in the form of Demand Draft /Pay order drawn in favour of Principal, Govt. ITI, Rayagada failing which the tender shall be rejected.
8. The successful tender will have to deposit a performance security of Rs.200000/- (Rupees Two lakh) only i.e approximately Two months' salary of all of employees in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal, Govt. ITI, Rayagada covering the period of contract. In case the contract is further extended beyond the initial period the bank guarantee will have to be renewed accordingly by the Bidder.
9. Conditional bids shall not be considered and will be out rightly rejected.

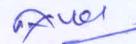
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10. All entries in the tender form should be visible and filled clearly .If space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached .No over writing and cutting is permitted in the financial Bid form. In such cases the tender shall be summarily rejected. However the cuttings, if any in the technical Bid must be initialed by the person authorized to sign the tender Bid. With farms round seal.
11. The technical Bids shall be opened on the schedule date and time, in the Chamber of the Principal, Got. , ITI, Rayagada in presence of the authorized representative of the Manpower Service Providers, if any, who wish to be present on the spot at that time for whose Technical Bids are satisfied /ok .
12. The Principal of Govt. ITI, Rayagada reserves the right to accept/reject or cancel any or all Bids without assigning any reason thereof.

**TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER**

1. The tendering Manpower Service Provider should full fill the following.
  - a. The Registered office of the Manpower Service Provider should be located within Odisha .
  - b. The Service Provider for such Manpower should have experience in providing Manpower service to (Central/State) Government /PSU Departments. Proof of the successful execution of work from competent authority is to be enclosed.
  - c. The Manpower Service Provider should have own Bank Account.
  - d. The Manpower Service Provider should be registered with the valid GST registration number.
  - e. The Manpower Service Provider should be registered with the appropriate authorities under employees Provident Fund and Employees State Insurance Acts.
  - f. The Manpower Service Provider should be registered with Labour Department, i.e License under Contract Labour (Regulations and Abolition) Act.1970.
  - g. The Service Provider should be financial sound and his annual turnover should not be less than Rs.10,00,000/-(Rupees Ten Lakhs).Copy of Audited financial statement for the financial year **2018-19,2019-20,2020-21** should be attached (duly counter sign by Chartered Accountant )
  - h. An undertaking having no court cases about the harassment regarding payment to the out sourcing personals engaged by them in past or present.



**TECHNICAL REQUIRMENTS OF MAN POWER TO BE DEPLOYED BY THE SUCCESSFUL MAN POWER SERVICE IN GOVT.ITI,RAYAGADA ON OUTSOURCING BASIS.**

1. She/He should be above 18 years.
2. She/He should be a citizen of India having his/her Aadhar No.
3. The educational qualification, designation & experience are mentioned below.

SI No.	Designation	Qualification	Experience	No. of Requirement
1	Attendant	8 <sup>th</sup> /10 <sup>th</sup> Standard	Working experience in relevant field	01
2	Watch man	8 <sup>th</sup> /10 <sup>th</sup> Standard	Working experience in relevant field	03
3	Sweeper	8 <sup>th</sup> /10 <sup>th</sup> Standard	Working experience in relevant field	02
4	Hostel Menial	8 <sup>th</sup> /10 <sup>th</sup> Standard	Working experience in relevant field	01
5	Mali	8 <sup>th</sup> /10 <sup>th</sup> Standard	Working experience in relevant field	01
<b>Total</b>				<b>08</b>

## TECHINICAL BID

1. Name of Tendering Manpower Service Provider \_\_\_\_\_
2. Details of Earnest Money Deposit: DD No \_\_\_\_\_ Date \_\_\_\_\_  
Rs \_\_\_\_\_ drawn on Bank \_\_\_\_\_
3. Name of Proprietor/ Partner/ Director \_\_\_\_\_
4. Address of Registered office \_\_\_\_\_

E-mail \_\_\_\_\_ Adress \_\_\_\_\_ Telephone No \_\_\_\_\_  
Fax No \_\_\_\_\_ Mobile No \_\_\_\_\_

5. Full Address of Operating /Branch Office: \_\_\_\_\_  
E-mail \_\_\_\_\_ Adress \_\_\_\_\_ Telephone No \_\_\_\_\_  
Fax No \_\_\_\_\_ Mobile No \_\_\_\_\_
6. Name & Telephone No of Authorized officer/ person to liaison with filled office(s) \_\_\_\_\_
7. Banker of the Manpower Service Provider \_\_\_\_\_
8. Telephone Number of Banker: \_\_\_\_\_
9. PAN/GIR No. \_\_\_\_\_
10. GST Registration No.: \_\_\_\_\_
11. E.P.F. Registration Number \_\_\_\_\_
12. E.S.I. Registration Number \_\_\_\_\_

13. Financial Turnover of the tendering Service Provider

Financial Year	Amount( Rs. Lakh)	Remarks( If Any)
2018-2019		
2019-2020		
2020-2021		

(If the space provided is insufficient, a separate sheet may be attached)

14. Additional Information If any.
15. Give detail of the major similar contract handled by the tendering manpower service provider during the last three years in the following format.

(If the space provided is insufficient, a separate sheet may be attached)

SL No.	Name of Client, Address, Telephone Number.	Type of Manpower Provided	Nos.	Amount of Contract Rs. Lakhs	Duration of Contract	
					From	To

16. The Annual return/ E return / Challan Filed in E.S.I and E.P.F: for last year up to march 2019( Attached Attested copies)
17. Additional Information if any( Attach separate if required).

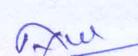
Place

Signature of Authorized Person

Date

Full Name

Seal:

DECLARATION

I.....Son/Daughter/Wife of  
Shri.....Proprietor/Director/authorized signatory of  
the service provider ,mentioned above, am competent to sign this declaration and execute this  
tender document .

1. I have carefully read and understood all the terms and conditions of the tender and  
undertake to abide by them .

2. The information/documents furnished along with the above bid documents are true and  
authentic to the best of my knowledge and belief. I/ We / Am/ Are well aware of the fact that  
furnishing any false information/fabricated document would lead to rejection of my/ our tender at  
any stage besides liabilities towards prosecution under appropriate law.

3. I / We have not been blacklisted by any( Central / State government / PSU departments

Date:

Place:

Signature of Authorized Person

Full Name

Seal

Seal & Signature of Bidder

**FINANCIAL BID**

**For providing to manpower service provider got. ITI.Rayagada**

1. Name of the tendering manpower service provider:
2. The Bidder shall give the rate per person per month inclusive of all statutory liabilities, taxes, levies, Cess, profit, etc.

S I N O	Man power type	Monthly Rate per person						Total per person
		Home take Remune ration (Rs.)	Employer EPF share as applicable in % with amount	Employee ESI share as applicab le in % with amount	Other Statutor y dues if any (Rs.)	Service charges (Rs.)	GST (Rs.)	
1	2	3	4	5	6	7	8	9
1	Attendant/peon	As per Govt.						
2	Hostel Menial	Labour rate for						
3	Watchman,	un						
4	Sweeper	skilled ( It will be revised as per notificati on given by State govt. Odisha from time to time )						
5	Mali							

Notes:- The minimum home take remuneration per person should not be less as per labour rate notification by Govt. of Odisha for un skilled from time to time

Date :

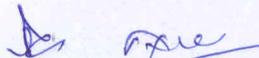
Place :

Signature of authorized Person

(full Name )

Seal

Seal & Signature of Bidder



## TERMS AND CONDITION

### GENERAL

1. The contract shall likely to commence from the date of placing of order for a period of one year unless it is curtailed or terminated by the authority owing to inefficiency of service, sub standard quality of manpower deployed, breach of contract etc. or change in requirements or for any other cause.
2. The contract shall automatically expire on completion of one year unless or otherwise it will be extend further on mutual consent of the service provider and the Principal, GOVT, ITI, Rayagada
3. The contract may be extended on the same terms and conditions or with some additional /deletion /modification, for a further specific period mutually agreed upon by the manpower provider and the Govt. ITI, Rayagada
4. The Service Provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liability under this farm to any other agency or organization.
6. The service provider will be bound by the details furnished by it to the Govt. ITI, Rayagada while submitting the tender or at any subsequent stage in case any of such documents furnished by it is found to be false at any stage it would be deemed to be a breach of stream of contract making it liable for legal action besides termination of the contract .
7. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the service provider.
8. The Person deployed shall be required to report for work at assigned time and shall work under the officer as may have been kept in charge of the office . **In case the person deployed comes late /leaves early on three occasions ,proportionate deduction for the remuneration for one day will be made .**
10. The service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Gov. ITI, Rayagada, so that optimal service of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower service deployed in Govt , ITI, Rayagada shall be that of the Manpower Provider and the Govt. ITI, Rayagada will in no way be liable . It will be responsibility of the service provider to pay to the person deployed a sum not less than the minimum home take remuneration quoted in the financial bid and show such evidence as may be required by the Principal Govt. , ITI, Rayagada
12. For all intents and purpose, the service provider shall be "Employer" within the meaning of different Rules and acts in respect of manpower so deployed. The person deployed by the service provider shall not have any claim Whatsoever like employer and employee relationship against the Govt, ITI, Rayagada . There shall not be employer -employee relationship between Govt., ITI, Rayagada and the persons deployed on outsourcing basis.
14. The Govt. ITI, Rayagada shall not be responsible for any financial loss or any injury/death of any person deployed by the service provider in the course of performing the functions /duties or for payment towards any compensation.

15. The persons deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the contract of expiry of the contract.
16. In case of termination of the agreement on its expiry or otherwise, the persons deployed by the service provider shall not be entitled to and shall have no claim for any absorption in regular or in other capacity.
17. The Person deployed shall not claim any benefit or compensation of absorption of regularization or deployment with this office under the provision of Rules and Acts. Undertaking in the form of an affidavit, from the person deployed to this effect shall be required to be submitted by the service provider.
18. The service provider must be registered with the concerned Govt. Authorities , i.e Labour Commissioner, Provident fund Authorities, Employees State Insurance Corporation etc. and a copy of registration should be submitted .The service provider should complete with all the legal requirements for obtaining License under contract labor (Regulation and Abolition ) Act 1970 if any, at his own part and cost.
19. The service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons .The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider .the service provider shall be responsible for contribution towards Provident Fund and Employee State Insurance ,wherever applicable and the proof of such deposit shall be submitted as and when required by the Principal Govt. , ITI,Rayagada.
20. The persons deployed by the service provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their action should promote good will and enhance the image of Govt. , ITI ,Rayagda. The service provider shall be responsible for any act of indiscipline by the persons deployed..

## **LEGAL**

23. The persons deployed shall during the courses of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties .In view of this they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person deployed liable for penal action under the applicable laws besides, the action for breach of contract.
24. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages as payable to different types of workers in respect of the persons deployed by them and the Principal Govt. ITI, Rayagada shall have no liability in this regards.
25. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Govt. ITI, Rayagada to the concerned tax collection authorities, from time to time as per the rules and regulation in the matter, attested Xerox copies of such documents shall be furnished to the Govt. ITI, Rayagada
26. The service provider shall maintain all statutory registers under the law and shall produce the same on demand to the Govt. ITI, Rayagada or any other authority under law.

27. The tax deduction at source (TDS) shall be done as per the provisions of income Tax/Rules as amended from time to time and certificate to this effect shall be provided by the Govt. ITI, Rayagada

28. In case the service provider fail to comply with any liability under appropriate law and as a result thereof, the Govt. ITI, Rayagada is put to any loss/ obligation monetary or otherwise Govt. ITI, Rayagada will be entitled to get itself reimbursed out of the outstanding bill or the performance deposit of the service provider, to the extent of the loss obligation in monetary terms.

29. The agreement is liable to be terminated because of non-performance, deviation of term and condition of contract, non-payment of remuneration to employed persons and non-payment of statutory dues. The Govt. ITI, Rayagada will have no liability towards non-payment of remuneration to the person employed by the service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss is caused to the GOVT. ITI, Rayagada by the person deployed, the same shall recovered from the unpaid bills or adjusted from the performance security deposit.

#### **FINANCIAL**

30. The final bid should be accompanied with an Earnest Money Deposited (EMD) of refundable without interest of Rs500/- (Rupees Five hundred.) only in the form of Demand Draft/ Pay order drawn in favour of Principal Govt. ITI, Rayagada failing which the tender shall be rejected out rightly. The Tendered claiming exemption/concession for EMD/ Tender document fees has to submit copy of relevant document for providing manpower service to avail such benefit.

31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical bid (First Stage) /Final Bid (Second Competitive stage) shall be returned to them without any interest. In case of successful tendered if the agency fails to deploy the required manpower against the initial requirement within in 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.

32. The successful tendered will have to deposit a performance Security Deposit of Rs. <sup>Two</sup>100000/- (Rupees ~~one~~ lakh) only in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal Govt. ITI, Rayagada covering the period of contract. In case the contract is further extended beyond the initial period, the Bank Guaranty will have to be accordingly renewed by the bidder.

33. In case of breach of any terms and conditions attached to the agreement, the performance security deposit by the service provider shall be liable to be forfeited beside annulment of the Agreement.

#### **PAYMENT TERMS**

34. The service provider shall raise the bill along with signature of all manpower and the certification by concerned officer as a proof that the payments to all have been made by contractor in the presence of concerned officer of the section.. On monthly basis the contractor should submit the bill (in duplicate) along with photocopies of (wages and attendance) registers for payment of (EPF, ESI) with ECR & GST dues in respect of all manpower's latest by 7<sup>th</sup> of the following month duly certified by the concerned office for payment as per different tender's terms conditions. the contractor shall submit the bill by 10<sup>th</sup> of the subsequent month.

35. As far as possible the payment will be released by the end of the month.
36. The amount of penalty calculated @ 100/- per day on account of delay, If any in providing suitable substitute for the period beyond three working days by the service provider shall be deducted from its monthly bills in the succeeding month.
37. The authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
38. In the event of any dispute arising in respect of the clauses of the agreement of the same shall be resolved through negotiation .Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
39. All disputes shall be under the jurisdiction of Rayagada
40. The successful bidder will enter in to an agreement with the Principal, Govt. ITI, Rayagada for supply of suitable and qualified manpower as per requirement of this office on the above terms and conditions.

### **MANDATORY DOCUMENTS TO BE PROVIDED**

1. Technical Bid and Financial Bid to be submitted both sealed separately.
2. Self attested copy of registration certificate of agency.
3. Self attested copy of PAN/GIR card.
4. Self attested copy of IT return of last three assessment years filed by agency.
5. Self attested copy of GST registration certificate.
6. Self attested copy of E.P.F registration certificate with proof of payment up to 31.03.2019
7. Self attested copy of ESI registration certificate with proof of payment up to 31.03.2019
8. Self attested copy of the Labour License registration certificate under contract labor (Regulations and Abolition) Act.1970.
9. Self attested copies of similar type of work experience for providing out sourced personals in other Govt. organizations.
10. Certificate documents in support of financial turn over for the last three financial years duly counter sign by C.A.
11. All pages of Tender document must be signed and sealed by the authorized signatory of the agency as token of their acceptance.

Failures to submit any of the above documents will lead to rejection of the tender document .

### **DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower to be provided by the agency for deployment in Govt. ITI, Rayagada containing full details i.e. Address, date of Birth, marital status, educational qualification, experience etc.
2. Bio data of all persons indicating the permanent, temporary address, color photograph and cell phone Number
3. Undertaking from of the person concerned in shape of affidavit regarding no claim of any types of job in this Institute in future.
4. Police clearance letter regarding having no Criminal case of such personnel.

## AGREEMENT

The agreement is on this day of \_\_\_\_\_ between the Principal Govt, ITI, Rayagada represented by Sri \_\_\_\_\_ herein after referred to as the "Authority" which expression shall, where the context so requires or admits also include its successors or assignees of the part

And

M/S \_\_\_\_\_ represented by Sri \_\_\_\_\_ herein after called the "Manpower Service Provider" which expression shall, where the context so requires or admits also include its successor or assignees of the other part.

Whereas the "Authority" desire that the services of "\_\_\_\_\_" are required in Govt. ITI, Rayagada/Office

And whereas "Manpower Service Provider" has offered its willingness to the same in conformity with provisions of the agreement.

And where as "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Man Power Service Provider"

**Now this agreement witness as below:**

1. That the Annexure containing the terms and conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made the "Authority" to the "Manpower Service Provider" the "Manpower Service-Provider" hereby agrees with the "Authority" to provide personnel to be engaged as \_\_\_\_\_ in the Govt. ITI, Rayagada in conformity with the provisions of the terms and conditions
3. That the Authority "here by further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said terms and conditions.
4. That the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.

That the agreement is valid up to \_\_\_\_\_

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THEIR respective common seal to be here into set their respective hands and seals on the day and year first written above.

Signature of the Contractor

Signed and delivered

Name /Address of the Contractor

For an behalf of Govt. ITI, Rayagada

**In Presence of Witness:-**

1. Signature  
Name & address

1. Signature  
Name & address

## ANNEXURE TERMS AND CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from \_\_\_\_\_ (date) and shall continue till date unless it is curtailed or terminated by the authority owing to deficiency of service, substandard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The contract shall automatically expire on completion of one year unless or otherwise extend further on mutual consent of the service provider and the Principal, GOVT, ITI, Rayagada
3. The contract may be extended on the same terms and conditions or with some additional /deletion /modification, for a further specific period mutually agreed upon by the manpower provider and the Govt. ITI, Rayagada
4. The Service Provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liability under this form to any other agency or organization.
5. The service provider will be bound by the details furnished by it to the Govt. ITI, Rayagada while submitting the tender or at any subsequent stage in case any of such documents furnished by it is found to be false at any stage it would be deemed to be a breach of contract making it liable for legal action besides termination of the contract.
6. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the service provider.
7. The Person deployed shall be required to report for work at assigned time and shall work under the officer as may have been kept in charge of the office. In case the person deployed comes late /leaves early on three occasions, proportionate deduction for the remuneration for one day will be made.
8. The service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Gov. ITI, Rayagada, so that optimal service of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower service deployed in Govt, ITI, Rayagada shall be that of the Manpower Provider and the Govt. ITI, Rayagada will in no way be liable. It will be responsibility of the service provider to pay to the person deployed a sum not less than the minimum home take remuneration quoted in the financial bid and show such evidence as may be required by the Gov., ITI, Rayagada
10. For all intents and purpose, the service provider shall be "Employer" within the meaning of different Rules and acts in respect of manpower so deployed. The person deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Govt, ITI, Rayagada. There shall not be employer -employee relationship between Govt., ITI, Rayagada and the persons deployed on outsourcing basis.
11. The Govt. ITI, Rayagada shall not be responsible for any financial loss or any injury/death of any person deployed by the service provider in the course of performing the functions /duties or for payment towards any compensation.
12. The persons deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the contract of expiry of the contract.
13. In case of termination of the agreement on its expiry or otherwise, the persons deployed by the service provider shall not be entitled to and shall have no claim for any absorption in regular or in other capacity.
14. The Person deployed shall not claim any benefit or compensation of absorption of regularization or deployment with this office under the provision of Rules and Acts. Undertaking in the form of an affidavit, from the person deployed to this effect shall be required to be submitted by the service provider.

15. The service provider must be registered with the concerned Govt. Authorities , i.e Labor Commissioner, Provident fund Authorities, Employees State Insurance Corporation etc. and a copy of registration should be submitted .The service provider should complete with all the legal requirements for obtaining License under contract labor (Regulation and Abolition ) Act 1970 if any, at his own part and cost.
16. The service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons .The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider .the service provider shall be responsible for contribution towards Provident Fund and Employee State Insurance ,wherever applicable and the proof of such deposit shall be submitted as and when required by the Govt. , ITI,Rayagada.
17. The persons deployed by the service provider should have good police records and no criminal case should be pending against them.
18. The persons deployed should be polite, cordial and efficient while handling the assigned work and their action should promote good will and enhance the image of Govt. , ITI ,Rayagada. The service provider shall be responsible for any act of indiscipline by the persons deployed..
19. The service provider shall be solely responsible for the redresses of grievances or resolution of disputes relating to persons deployed. The Govt. ITI shall, in no way be responsible for settlement of such issue whatsoever. In case of grievances, the deployed Peron can place their grievance before a joint committee consisting of a representative of Got. ITI, Rayagada and an authorized representative of the Service Provider.
20. **The persons** deployed shall during the courses of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties .In view of this they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person deployed liable for penal action under the applicable laws besides, the action for breach of contract.
21. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages as payable to different types of workers in respect of the persons deployed by it in Govt. ITI, Rayagada shall have no liability, in this regards.
22. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Govt. ITI, Rayagada to the concerned tax collection authorities, from time to time as per the rules and regulation in the matter, attested Xerox copies of such documents shall be furnished to the Govt. ITI, Rayagada
23. The service provider shall maintain all statutory registers under the law and shall produce the same on demand to the Govt. ITI, Rayagada or any other authority under law.
24. The tax deduction at source (TDS) shall be done as per the provisions of income Tax/Rules as amended form time to time and certificate to this effect shall be provided by the Govt.ITI, Rayagada
25. In case the service provider fail to comply with any liability under appropriate law and as a result thereof, the Govt. ITI, Rayagada is put to any loss/ obligation monetary or otherwise Govt. ITI, Rayagada will be entitled to get itself reimbursed out of the outstanding bill or the performance deposit of the service provider, to the extent of the loss obligation in monetary terms.

26. The agreement is liable to be terminated because of non-performance, deviation of term and condition of contract, non-payment of remuneration to employed persons and non-payment of statutory dues .The Govt. ITIT ,Rayagada will have no liability towards non -payment of remuneration to the person employed by the service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss is caused to the GOVT. ITI, Rayagada by the person deployed, the same shall recovered from the unpaid bills or adjusted from the performance security deposit.
27. In case of breach of any terms and conditions attached to the agreement, the performance security deposit by the service provider shall be liable to be forfeited beside annulment of the Agreement.
28. The service provider shall raise the bill along with signature of all manpower and the certification by concerned officer as a proof that the payments to all have been made by contractor in the presence of concerned officer of the section.. On monthly basis the contractor should submit the bill (in duplicate) along with photocopies of (wages and attendance) registers for payment of (EPF, ESI) with ECR & GST dues in respect of all manpower's latest by 7<sup>th</sup> of the following month duly certified by the concerned office for payment as per different tender's terms conditions .the contractor shall submit the bill by 10<sup>th</sup> of the subsequent month.
29. As far as possible the payment will be released by the 25<sup>th</sup> of the month.
30. The amount of penalty calculated @ 100 per day on account of delay, If any in providing suitable substitute for the period beyond three working days by the service provider shall be deducted from its monthly bills in the succeeding month.
31. The authority services the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
32. In the event of any dispute arising in respect of the clauses of the agreement of the same shall be resolved through negotiation .Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
33. All disputes shall be under the jurisdiction of Rayagada

  
Principal,  
Govt, ITI, Rayagada

20/11/2021

